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CURRENT TOPICS

Service Men's Divorces

THE facts and figures about service divorce petitions and their delays, which were disclosed in the one-hour debate on the subject initiated by the EARL OF MUNSTER in the House of Lords debate on 26th March, came as no surprise to solicitors. The plain fact is that all the generous measures which have been taken in the past few years to extend facilities for divorce have been inadequate to deal with the rising tide of matrimonial business. The 48,500 cases of divorce among service personnel since war broke out are no doubt due in the main to purely temporary war-time causes. With regard to these, the complaint of the Earl of Munster that the existing machinery is inadequate seems not to be unfounded. Possibly the continual efforts towards reconciliation which are rightly pursued before cases reach The Law Society cause some slowing down, but the "very grave situation" which the Lord Chancellor admitted to exist must be attributed to other and more potent causes. The Services Divorce Department of The Law Society was set up in January, 1942. Not more than 5,198 decrees *nisi* were obtained in the 48,500 cases from July, 1942, to December, 1945, and 3,000 of these were not then finally finished on account of questions of custody or costs or other matters. The Lord Chancellor gave facts which showed that the delay was not due to the courts or to The Law Society, all of which were doing magnificent work, but to the gross understaffing of the department and the shortage of accommodation. This is only now being gradually remedied, although, as the Lord Chancellor said, every effort has been made during the last twelve months. There are a few signs that the flood of service cases has passed its peak, but the arrears are still enormous.

The Remedy

As a result of consultations with LORD MERRIMAN, President of the Probate, Divorce and Admiralty Division of the High Court, and the President of The Law Society, the Lord Chancellor was able to announce, in the course of the debate on service men's divorces in the Lords on 26th March, that Government aid in finance, accommodation and staff would enable The Law Society to expand their organisation to a capacity capable of disposing of the mass of cases within two years from the date when the expansion became effective, which meant disposing of the cases at the rate of 20,000 per annum. The Lord Chancellor said that plans had been laid, and were already in process of being carried out, for expanding the Services Divorce Department to nearly four times its present establishment of units. There would be thirty-five units, of which seventeen would operate in London, where the bulk of the cases fell to be heard, and the other eighteen units would be stationed in the large provincial centres. The Law Society told him that at the present stage of demobilisation they expected little difficulty in finding solicitors to take charge of the numerous new units. The requisite number of managing clerks was also available. The most difficult problem would be in finding shorthand and copy typists. Subject to the vital question of typists, they hoped to get the Services Divorce Department expanded to half the target figure by July, when it should be handling cases at the rate of 10,000 a year, and fully expanded by the end of the year. Steps had already been taken to expand the Divorce Registries. As to the increase in "judge-power," they had decided as a short-term policy to appoint a number of Commissioners who would sit in London and in the provinces under a special Commission made in pursuance of the powers granted by s. 70 of the Judicature Act, 1925. After LORD JOWITT, VISCOUNT SIMON, in a tribute to The Law Society, said: "Very few people know how much we really owe to the self-sacrificing work done by a comparatively limited body of solicitors, not able themselves to serve, overburdened in many cases with the business of their own particular practice, with their partners absent, with the loss, very often, of their managing clerk, and, in addition, without the ordinary means by which letters can be rapidly taken down, typed and dealt with. It is proof of the public spirit of the profession that its members should have shouldered this task with such courage and such devotion and such success, for what would have happened if they had not played their part in this matter almost boggles the imagination."

Rent of Derequisitioned Properties

LORD MESTON on 26th March asked in the Lords in what cases, and to what extent, was compensation rent paid to owners of properties after the properties had been derequisitioned. He said that in some cases, after properties had been derequisitioned, the Government continued to pay owners compensation rent for some months in order to enable the owners to tide over the period of time which must elapse before repairs were carried out and the properties were once again made habitable or fit for business, as the case might be. He believed that it was the general practice of the Government in these cases, when they paid compensation rent after the premises had been derequisitioned, to pay such rent for an arbitrary period of time, such as three months or six months, and suggested that the payment of compensation rent for an arbitrary period of time might not do adequate justice in every case. There were a number of cases, for example,

where, owing to such things as lack of labour and materials, the owner was unable to get the repairs done for a year. For the Government, LORD PAKENHAM said that it was agreed with the Hotel and Restaurant Keepers' Association that hotels and boarding-houses which had suffered damage during requisition should, when they were due for derequisition, be retained on nominal requisition for a period called a rehabilitation period. The length of the period was determined by a formula which depended on the size of the premises. During that period the compensation rent remained payable and the owner was given a licence to enter the premises and carry out such work as he desired. In return, he agreed to indemnify the Department concerned in respect of any damage occurring to the premises during the rehabilitation period and to bear any rates that might be payable during that period. A similar arrangement whereby premises were nominally retained in requisition for a period was subsequently arrived at with the Association of Permanent Holiday Camps. In those cases, however, there was no formula for determining the length of the period. In other cases, on derequisition a lump sum was paid *ex gratia* as a rehabilitation allowance which was equal to the net amount that would be payable as compensation rent during the period it would take, in normal circumstances, to make good the damage to the premises, not exceeding three months in ordinary cases and six months in exceptional cases. Lord Meston, in reply, said that, strictly speaking, these *ex gratia* payments were outside the Act. Perhaps, therefore, the Government might consider forthwith bringing in a new or amending Act which would put everybody on the same footing and enable the Government properly to make payments of compensation rent after the period of requisition had been terminated.

National Health Service

THE National Health Service Bill, presented to Parliament on 21st March by the Minister of Health, places upon the Minister a general duty " to promote a comprehensive health service for the improvement of the physical and mental health of the people of England and Wales, and for the prevention, diagnosis and treatment of illness." Doctors are to be free to join the service or not, as they wish ; and taking part in the service will not debar them from treating for private fees any patients who do not wish to take advantage of the new scheme. The Bill provides for the prohibition in future of the sale of practices which are wholly or partly within the National Health Service ; and for compensation to existing practitioners for loss of selling values. The hospital and consultant services are to be a national responsibility of the Minister of Health, with their administration in the hands of new Regional Boards, of which there will be sixteen or twenty to be appointed after consultation with the local university medical school, the medical profession and the local health authorities. The Bill transfers to the Minister of Health the existing premises and equipment of all voluntary and public hospitals in England and Wales ; but special arrangements are proposed for the endowments of voluntary hospitals. In order to bring physical and mental health together into a single service, the Bill also transfers to the Minister the present administrative functions of the Board of Control in regard to mental health. Allowing for a contribution of £32,000,000 from the National Insurance Fund, and various savings on existing grants, the net additional expenditure falling on the Exchequer is estimated at £95,000,000 a year. The National Health Service is to be available from a date to be declared by Order in Council under the Bill, and it is hoped that this will be at the beginning of 1948.

The Principal Probate Registry

READERS will have noted with some relief that a notice was issued from the Probate Registry on 13th March, 1946 (*ante*, p. 142), announcing that the Probate Registry at Llandudno would be closed on and after Saturday, 30th March, 1946, and its business would be transacted at the Principal Probate Registry at Somerset House on and after 10th April, 1946. London solicitors will welcome the return, although there will be some inconvenience resulting from the Estate Duty Office remaining in Llandudno.

Recent Decisions

In *R.* v. *Grondkowski* and *R.* v. *Malinowski* on 25th March (*The Times*, 26th March), the Court of Criminal Appeal (THE LORD CHIEF JUSTICE and HILBERY and SELLERS, JJ.) held that the trial judge had exercised his discretion judicially in deciding that two defendants to charges of murder should be tried jointly. Their lordships held that *R.* v. *Barnes and Richards* (1940), 56 T.L.R. 379, did not lay down that wherever it appeared that one prisoner was going to lay the blame on another there must be separate trials, but the real test to be applied by the Court of Criminal Appeal, in a matter which was essentially one of discretion, was whether the exercise of the discretion had resulted in a miscarriage of justice. If improper prejudice had been created, whether by a joint or a separate trial, the court would interfere, but not otherwise. Their lordships held that, *prima facie*, where the essence of the case was that the prisoners were engaged in a common enterprise, it was obviously right that they should be jointly tried, and in some cases it would be as much in the interest of the accused as of the prosecution that they should be.

In *In the Estate of Henry Hornby, deceased*, on 27th March (*The Times*, 28th March), WALLINGTON, J., held that where a testator inserted his signature to a will in an oblong space midway down the will and the witnesses inserted their signatures in the same ink as the testator's signature, but in a different ink from that in which the will itself was written, the court could properly come to the conclusion, as the attesting witnesses were dead and there was no means of obtaining evidence of execution, that the signature had been properly placed at " the end " of the will to comply with s. 9 of the Wills Act, 1837, and s. 1 of the Wills Act Amendment Act of 1852. His lordship accordingly held that the will was properly signed by the testator and admitted it to probate.

In *Dwyer and Another* v. *Mansfield* on 28th March (*The Times*, 29th March), ATKINSON, J., held that two shopkeepers had no right of action against a greengrocer in respect of queues which had formed on the pavement outside the latter's shop, which was between the shops of the two plaintiffs, because (1) the queues were reasonable in quantum and duration and would not prevent anyone from getting to the plaintiffs' shops if they desired to do so (*Harper* v. *G. N. Haden & Sons, Ltd.* [1933] 1 Ch. 298, at p. 304), and (2) even if there were a nuisance, the defendant had done nothing to create it, and what he had done was reasonable and necessary for the *bona fide* carrying on of his trade.

In a case in the House of Lords (LORD THANKERTON, LORD MACMILLAN, LORD WRIGHT, LORD SIMONDS and LORD UTHWATT) on 29th March (*The Times*, 30th March), it was held that, on a true construction of the Finance (1909-10) Act, 1910, assessments made on 2nd March, 1943, to mineral rights duty and royalties welfare levy for the financial year ending on 31st March, 1943, in respect of the last working year which ended on 30th September, 1942, were properly laid on the appellants for the " last working year " within s. 24 of the Act (i.e., the working year completed immediately before 1st January in any financial year for which the duty was paid). On 1st July, 1942, the coal which was the subject of the lease and the right to the wayleave rent vested in the Coal Commission by virtue of the Coal Act, 1938, and the appellants ceased to be proprietors within the meaning of s. 24. The unsuccessful contention of the appellants was that only the proprietor or immediate lessor at the time the assessment was made was liable to be assessed.

COMPANY LAW AND PRACTICE

FRAUDULENT PREFERENCE

As all my readers know, s. 265 of the Companies Act, 1929, provides, among other things, that any act relating to property which would, if made or done by or against an individual, be deemed in his bankruptcy a fraudulent preference, shall, if made or done by or against a company, be deemed, in the event of its being wound up, a fraudulent preference of its creditors and accordingly invalid. The result of this enactment is that the conditions from time to time laid down by the law relating to bankruptcy determining whether an act is to be regarded as a fraudulent preference apply with the necessary modifications to the acts of companies. These conditions at present are contained in the Bankruptcy Act, 1914, and their effect as regards companies is substantially as follows: For the dealing to constitute a fraudulent preference, it must be by a company unable to pay its debts as they become due. It must be in favour of a creditor or some person in trust for him. It must be with the view of giving such creditor or any surety for the debt due to such creditor a preference over the other creditors. The commencement of the winding up must take place within three months after the date of the dealing.

All these conditions have to be fulfilled for the dealing to constitute a fraudulent preference. There were, however, two cases reported during the war concerned with dealings with a view to giving a surety for a debt due to a creditor a preference, to which I have already referred, and I propose next week to discuss those cases more fully.

In *Re M. Kushler, Ltd.* [1943] Ch. 248, Kushler, one of the two only directors and shareholders of the company (the other being his wife) had guaranteed and secured by life policies an overdraft with the bank. On a day when the overdraft was substantial the directors were advised that the company was insolvent, and during the course of the next nine days the company paid sufficient money into the bank to clear off the overdraft, and two days after that had happened the company passed a resolution to wind up.

The liquidator claimed that the payments made to the bank constituted a fraudulent preference, and he was able to establish the following facts in support of that claim: The bank had never pressed for a reduction of the overdraft, though a trade creditor had been pressing since before the date of the advice that the company was insolvent, and that the company had not since that date paid any trade creditors; that, at a meeting of creditors two days after the advice as to insolvency had been given, no notice of the meeting was sent to the bank, and at a subsequent meeting after the overdraft had been extinguished Kushler said the overdraft was guaranteed by persons other than himself.

In *Peat* v. *Gresham Trust, Ltd.* [1934] A.C. 252, Lord Tomlin said: "In my opinion, in these cases the onus is on those who claim to avoid the transaction to establish what the debtor really intended and that the real intention was to prefer. The onus is only discharged when the court, upon the review of all the circumstances, is satisfied that the dominant intent to prefer was present. That may be a matter of direct evidence or of inference, but where there is no direct evidence and there is room for more than one explanation it is not enough to say, there being no direct evidence, the intent to prefer must be inferred." Bennett, J., holding himself bound by this statement of the law in the case now under consideration, held that the liquidator's application failed.

This decision was reversed in the Court of Appeal, and the question of what evidence is sufficient to justify the court in finding an intention to prefer was discussed. Lord Greene, M.R., laid it down that facts which would not be sufficient to establish such an intention in an ordinary case may be so where the payments made by a company result in private advantage for the directors, as in cases where the directors have guaranteed an overdraft and payments are made to the bank.

The Master of the Rolls thought that the statement quoted above from Lord Tomlin's opinion in the House of Lords should be read in the light of the facts of that case and the arguments put forward. He pointed out that the Act merely lays on the court the duty of ascertaining the mind of the payer in relation to a particular transaction, and it is well known that a state of mind is as much a fact as a state of digestion. In his view there was nothing to be found in the Act which makes the proof of this fact a different problem from the proof of any other fact. The whole court was of the opinion that on the facts of this case it was possible and correct to draw the inference that Kushler had had an intention to prefer when he authorised the payments to the bank and that they were not precluded by any principle laid down in *Peat* v. *Gresham Trust, Ltd., supra*, from so inferring.

Goddard, L.J., in his judgment said: "The authorities establish that the mere facts that a preference is shown is not sufficient to enable the court to draw the inference that the preference was fraudulent." This statement disposes of the argument with which Lord Tomlin was dealing, though in less general terms, and the Lord Justice went on: "Before that inference can be drawn the court must be satisfied that the dominant motive of the debtor was to prefer the particular creditor. It would be dangerous to attempt to lay down any particular circumstance or set of circumstances from which the court was or was not justified from drawing that inference . . ." He went on to say that the person alleged to have made a fraudulent preference is only entitled to have the case against him proved beyond reasonable doubt, and he thought that in this case that had clearly been done.

Another case to which I propose to refer is also reported in [1943] Ch., at p. 121—*Re A. Singer & Co.* In that case the liquidator took out a summons, to which the respondents were a bank, in which he asked for a declaration that payments made to the bank by way of reduction of the company's overdraft constituted a fraudulent preference of the bank and/or two sureties, and the sureties were not made parties to the summons. The report is substantially concerned with the bank's efforts, which all failed to obtain leave to serve a third party notice on the sureties; alternatively to obtain an order that the sureties be added as respondents to the summons, or if neither of those orders could be obtained a direction to the liquidator to discontinue the proceedings by summons and institute proceedings by writ.

I am not at present concerned with the reasons for the failure of the bank's arguments, but the question is raised by the second alternative whether or not a liquidator can obtain direct relief against a surety where a payment has been made to somebody else, with the intention of giving that surety a preference over the other creditors. Lord Greene, M.R., pointed out that in two bankruptcy cases opposite results had been arrived at. In *Re G. Stanley & Co.* [1925] Ch. 148, Eve, J., held that the sureties could be made liable to repay, and in *Re Lyons*, 152 L.T. 201, Clauson, J., took the view that they could not. The Court of Appeal, however, did not resolve this conflict, as the liquidator was clearly entitled to proceed against the bank, and if he succeeded in that proceeding he would have done all that he was bound to do in the interests of the creditors.

This latter question therefore still awaits an authoritative decision by the Court of Appeal, and was not the subject of recommendation by the Cohen Committee. The committee, as some of my readers may remember, besides expressing the view that six months should be the period contained in the provision as to fraudulent preference, not three, merely recommended an amendment in the law so as to enable the person who is compelled to make a refund to the liquidator to recover from the surety within the limit of his guarantee. The effect of the first case referred to is however more positive, and will probably result in proceedings being taken to establish a fraudulent preference more frequently.

A CONVEYANCER'S DIARY

INTESTACY: SOME BYE-WAYS

It is familiar that by s. 45 of the Administration of Estates Act, 1925, all existing modes, rules and canons of descent affecting real estate or personal inheritances, whether operating by the general law or by the custom of gavelkind or borough english or by any other custom of any county, locality, or manor, or otherwise howsoever, together with curtesy dower freebench and escheat, were abolished. There was substituted the system, created by s. 46 of the Act, to which we have been used for the last twenty years. There are, however, a certain number of points on intestacy which are less well known.

First, it is provided by s. 45 (2), that nothing in s. 45 is to affect the descent or devolution of an entailed interest. A similar provision appears in s. 51 (4), which states that " this Part of this Act (i.e., the part dealing with devolution or intestacy) does not affect the devolution of an entailed interest as an equitable interest." In the case of real estate, a tenant in tail in possession will have had the legal fee simple by virtue of the provisions of the Settled Land Act, and it will have to be dealt with like any other legal estate in settled land. In the case of personalty, the position seems to be that the legal estate will remain vested in the trustees (whoever they may be). But in each case the equitable interest will immediately pass to the new tenant in tail.

The next point is of more frequent application. By s. 47 (1) (iii), it is provided that where property held on the statutory trusts for issue is divisible into shares " then any money or property which, by way of advancement or on the marriage of a child of the intestate, has been paid to such child by the intestate or settled by the intestate for the benefit of such child . . . shall, subject to any contrary intention expressed or appearing from the circumstances of the case, be taken as being so paid or settled in or towards satisfaction of the share of such child or the share which such child would have taken if living at the death of the intestate, and shall be brought into account, at a valuation (the value to be reckoned as at the death of the intestate) in accordance with the requirements of the personal representatives." The effect of this provision is to require issue of the intestate to bring into account all money or property transferred to them (or, in the case of grandchildren, to their parent) by the intestate unless there is evidence of a contrary intention, i.e., of an intention on the part of the intestate that the transfer should operate as an out-and-out gift. This provision, in effect, applies the equitable rule against double portions to descent upon intestacy. It is to be noted, however, that the rule applies only among issue of the intestate and not among collaterals. Thus, a sum of £1,000 transferred by the intestate to his son must be brought into account, but a similar gift to his nephew would not have to be brought into account by the nephew if he was one of the persons to share in the estate of the intestate. Further, the valuation at which the amount must be accounted for has to be fixed at the date of the death of the intestate and not at the date when the money was handed over. This is the opposite of the usual rule with regard to hotchpot (see *Re Wills* [1939] Ch. 705, at p. 718).

In a case of partial intestacy a similar rule is applied by s. 49 of the Act, whereby it is stated that " where any person dies leaving a will effectively disposing of part of his property, this part of the Act shall have effect as respects the part of his property not so disposed of subject to the provisions contained in the will and subject to the following modifications: (*a*) The requirements as to bringing the property into account shall apply to any beneficial interest acquired by any issue of the intestate under the will of the deceased but not to beneficial interests so acquired by any other persons . . ." The effect of this section is that a child or grandchild of the testator must bring into account not only what he (or, in the case of a grandchild, his parent) gets *inter vivos* but also what he gets under the will of the deceased, before he can take anything under the partial intestacy. Thus, if the testator leaves a will disposing of four-fifths of his estate to four children, the remaining one-fifth being undisposed of, that one-fifth will go in its entirety to his fifth child (if he has one) since the first four will already have received their exact due under the will and will have to bring that into account. Here again, there is no provision for collaterals or issue of collaterals to bring into account benefits received by them either under the will or otherwise.

By s. 50 of the Act is is provided that in documents coming into force after 1925, references to persons entitled under the Statutes of Distribution are to be construed as references to the persons entitled under Pt. IV of the Administration of Estates Act, 1925, but that trusts declared in an instrument coming into operation before 1926 by reference to the Statutes of Distribution are to be interpreted, unless the contrary thereby appears, as referring to the enactments (other than the Intestates' Estates Act, 1890) relating to the distribution of effects of intestates in force immediately before 1926. Thus, in a will coming into force now, a gift to the persons who, at the death of a tenant for life, would have been the persons entitled to the estate of that tenant for life under the Statutes of Distribution, would mean the statutory next-of-kin of the tenant for life ascertained under the Administration of Estates Act, 1925. An exactly similar provision in an instrument coming into force before 1926 means the persons who would have taken the tenant for life's estate at his death if the old law as to succession on intestacy had continued in force. The exception of the Intestates' Estates Act, 1890, excepts the provision that a widow should receive £500 in certain limited events. One sometimes sees cases where it makes an important difference by reference to which set of statutes a disposition of this kind has to be construed. If, for instance, the tenant for life is a spinster and the last survivor of her generation, her nephews and nieces would take *per capita* in a case to be dealt with under the old law, but *per stirpes* in a case to be dealt with under the Act of 1925.

In s. 51 (2) of the Act, it is provided that none of the previous provisions of Pt. IV apply to a beneficial interest in real estate " to which a lunatic or defective living and of full age at the commencement of this Act, and unable, by reason of his incapacity, to make a will, who thereafter dies intestate in respect of such interest without having recovered his testamentary capacity, was entitled at his death, and any such beneficial interest . . . shall . . . devolve in accordance with the general law in force before the commencement of this Act applicable to freehold land, and that law shall notwithstanding any repeal apply to the case." That is to say, in the prescribed cases the person to take the real estate of a lunatic is the heir at law ascertained under the old rules. Cases of this kind do, curiously enough, arise in practice (see *Re Berrey* [1936] Ch. 274, and *Re Harding* [1934] Ch. 271).

An even more peculiar provision occurs in s. 51 (3) under which, if an infant dies after 1925 and without being married, entitled to land in fee simple, such land is to devolve as if the infant had had an entailed interest. Cases of this kind do also arise (see *Re Taylor* [1931] 2 Ch. 242).

Finally, two somewhat important provisions are to be found in s. 9 of the Legitimacy Act, 1926. This Act is generally thought of as that by which persons born illegitimate can become legitimated. Under s. 3, such persons are entitled, subject to certain qualifications, to take interests in the estates of intestates dying after the date of legitimation in like manner as if the legitimated person had been born legitimate. Section 9, however, deals with the rights of illegitimate persons. First, it provides that where, on or after the 1st January, 1927, the mother of an illegitimate child dies intestate, the illegitimate child, or if he is dead, his issue, " shall be entitled to take any interest therein to which he or such issue would have been entitled if he had been born legitimate." It is, however, a condition of the application of this section that the intestate shall leave no legitimate issue,

a term which includes not only issue born legitimate but also legitimated issue (*Re Lowe* [1929] 2 Ch. 210). The issue of the illegitimate child who become entitled must themselves be legitimate issue, since there is nothing in the section to benefit illegitimate issue of an illegitimate child. Again, there is nothing in the Act to free the benefits taken under this section from the rate of legacy duty applicable to benefits taken by strangers.

Finally, s. 9 (2) provides that where on or after the 1st January, 1927, an illegitimate child dies intestate, in whole or in part, his mother, if surviving, is to be entitled to take any interest therein to which she would have been entitled if the child had been born legitimate and she had been the only surviving parent. The effect of this subsection is to bring in the mother of an illegitimate child as a beneficiary upon intestacy, subject, of course, to the prior rights of the spouse or issue of the intestate illegitimate child, since their relation to him is a legitimate relation. It does not bring in his illegitimate brothers or half-brothers, or sisters or half sisters, or any of his other natural relations except his mother.

LANDLORD AND TENANT NOTEBOOK

ANTICIPATED HARDSHIP

ISSUES arising out of the proviso to para. (*h*) to Sched. I of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933—" provided that an order or judgment shall not be made . . . if the court is satisfied that having regard to all the circumstances of the case, including the question whether other accommodation is available for the landlord or the tenant, greater hardship would be caused by granting the order or judgment than by refusing to grant it "—have generally been issues of fact only. The judge, discharging the functions of a jury, is given an invidious task, and perhaps what would be enough headache for a whole jury; the difficulties of the situation have been commented upon again and again (see 88 SOL. J. 354, 373; 89 SOL. J. 163, 390) and illustrated by the B.B.C. (see 89 SOL. J. 66). As regards law, the only question which till recently suggested itself in England was, suppose the hardships are equal, what happens? It is generally agreed by writers on the subject that the landlord then wins, the nature and wording of the proviso placing upon the tenant the burden of shewing a balance in his favour, and this view has not been challenged in any appeal. But now *Bumstead* v. *Wood*, reported in *The Times* of 14th March, has decided a different point, namely, can prospective hardship be taken into account?

The present report does not deal with hardship alleged by the tenant in that case, but which presumably related to the difficulty of finding alternative accommodation. What the landlords—two ladies who owned the house—complained of was that the residence which they were occupying at the date of the hearing was to be re-built, having at some time been damaged by enemy action. To which the tenant replied, in effect, that they were crying out before they were hurt, and in argument relied on *Benninga (Mitcham), Ltd.* v. *Bijstra* (1945), 90 SOL. J. 19, C.A., as shewing that the date of hearing was the relevant date. That case, which turned upon the question what was meant by " Some person *engaged in* his, the landlord's, whole-time employment," in para. (*g*) of the same schedule, decided that the requirements of that paragraph were fulfilled if the person concerned was so engaged at the date of the hearing though he had not been so engaged at the date when the plaint was issued. It must be borne in mind that the schedule sets forth conditions in which, despite the general prohibition, the court is to have jurisdiction: it does not confer rights on the landlord, but returns him his remedy.

In *Bumstead* v. *Wood* the Court of Appeal agreed in effect that the date of hearing was the material date, but went on to hold that hardship which would accrue could legitimately be considered at that date.

This, indeed, seems consistent with the object as well as with the language of the para. (*h*), which says " would be," not " has been " or " is being " caused. And if I may recall two quotations from the judgment of Jessel, M.R., in *Pattison* v. *Gifford* (1874), 18 Eq. Cas. 259, which I suggested, in my article on the subject of injunctions *quia timet* on 16th March (90 SOL. J. 124), epitomised the principles underlying the exercise of that remedy, much the same appears to apply to prospective hardship. They were (1) A plaintiff who complains, not that an act is an actual violation of his right, but that a threatened or intended act, if carried into effect, will be a violation of the right, must show that such will be an *inevitable result*; and (2) When I say inevitable, I do not use the word in the sense of there being no possibility the other way, because I think courts of justice must always act upon the theory of *very great probability being sufficient*. I submit that by parity of reasoning the court, in such a case as *Bumstead* v. *Wood*, *supra*, is bound to consider probabilities; it might be that the plaintiffs, having somewhere to live at the date of the hearing, would not suffer greater hardship but less hardship than the defendant if the latter were deprived of his residence; it might also be that before the bomb damage repairs were started the plaintiffs might be left a vacant house by the will of some other party: but the court is not to consider " possibility the other way," and must act upon the theory of very great probability being sufficient.

One point that may be gone into one day is whether past experience may be an element in hardship under the paragraph. Very often the plaintiff in these cases is a demobilised man who let the dwelling-house when called up and has undergone much in the meantime; undoubtedly, in considering the question of reasonableness, the court is entitled to consider his moral claim to accommodation, but whether the sense of grievance he would experience if an order were refused is to be taken into account when assessing the hardships is perhaps arguable.

Another point of interpretation which the Court of Appeal might one day be called upon to decide is whether the " hardship " means hardship to the landlord and tenant respectively only, or whether hardship caused to other people, e.g., an aged relative or friend of the tenant living with one of the parties, is to be taken into account. At least one county court judge has answered this question in favour of the more extended interpretation. In Ireland the decision in *Dowling* v. *Butler* (1920), 54 Ir. L.T. 199, appeared to take this view, but what was being applied in that case was s. 5 (1) (*d*) (iv) of the Increase of Rent, etc., Act, 1920, the sub-paragraph being the last of a set giving conditions under which the existence of alternative accommodation were excluded from consideration, and the authority was ignored in *Cooley* v. *Walsh and Cooney* (1926), Ir. Rep. 239, now the leading Irish case, and which was decided on s. 4 (1) (*d*) (v) of the Rent, etc., Restrictions Act, 1923, postulating the same conditions but containing, according to the report (which lacks confirmation), the additional phrase " owing to the special circumstances of the case." The facts in this case were that the first defendant had asked the plaintiff to let a house to the second defendant, who was his (the first defendant's) sister, then unmarried; the plaintiff refused, but agreed to let it to the first defendant, and did so knowing that the second defendant would live in it. The first defendant never occupied it, and it was in fact occupied by the second defendant and her husband, who supplied the rent. The sketchy judgments delivered by Hanna and Sullivan, JJ., ignore not only *Dowling* v. *Butler*, cited by the defence, but also *Keeves* v. *Dean*; *Nunn* v. *Pellegrini* [1924] 1 K.B. 685 (C.A.), on the strength of which it was argued for the plaintiff that there was no statutory tenancy at all, the first defendant not fulfilling the very first requirement of retaining possession. It is true that the position had not been as well developed as it was subsequently developed by *Skinner* v. *Geary* [1931] 2 K.B. 546 (C.A.); nor, on the other hand, were *Brown* v. *Draper* [1944] 1 K.B.

309 (C.A.)—vicarious occupation by separated wife as licensee—or *Danziger* v. *Thompson* (1944), 88 SOL. J. 247, demonstrating a somewhat startling application of the laws of agency to that of landlord and tenant (see 88 SOL. J. 253), yet available.

Still, if anyone should have occasion to argue for the exclusion of influence which might be attributed to *Cooley* v. *Walsh and Cooney*, he could rely not only on the fact that the judgments were unreasoned, but also on the circumstance that the present enactment says: "including the question whether other accommodation is available for the landlord or the tenant, greater hardship would be caused by . . ." It is significant that the "other accommodation" is not made "suitable" as defined in s. 3 (3), but must be available for the party concerned; and this invites, in my submission, the conclusion that the omission to name those parties in the main provision is deliberate.

TO-DAY AND YESTERDAY

April 1.—At the Warwick Assizes which ended on 1st April, 1731, two burglars and a horsestealer were condemned to death.

April 2.—Judge John Cusack, who was county court judge successively in Kerry and Limerick, was one of the Irishmen who settled in England in his last days. He came over after his retirement in 1924, becoming Mayor of Twickenham and a member of the Middlesex County Council. He died on 2nd April, 1940.

April 3.—Nicholas Horner, the younger son of a Honiton clergyman, became clerk to an attorney in Lyon's Inn, but fell into bad company and ran away to be a highwayman. His first attempt at a hold-up brought him to trial and he was condemned to death, but his father's supplications and Queen Anne's respect for the clergy secured him the commutation of his sentence to seven years' transportation and he was sent to India. When he returned his parents were dead and he soon squandered the £500 he had inherited from them. Then he took to the highway again. He seems to have had a voluble tongue, a fantastic imagination and a turn for mock philosophisings. The recipe for a scold's ingredients with which he once entertained a farmer before robbing him outdoes the witches' cauldron in "Macbeth"—the tongues and galls of bulls, bears, wolves, magpies, parrots, cuckoos and nightingales, the tongues and tails of vipers, adders, snails and lizards, *aurum fulminans*, *aqua fortis* and gunpowder, the clappers of seventeen bells, and so on. He was caught trying to rob two gentlemen in Devon, taken to Exeter, condemned to death and hanged on 3rd April, 1719, aged thirty-two.

April 4.—Theodore Gardelle, a miniature painter born in Geneva, lodged near Leicester Fields with a Mrs. King. He had done a picture of her, and one morning, when the maid was out, she reproached him about the likeness. He told her angrily that she was impertinent; she struck him; he gave her a push and she fell striking her head so heavily that blood gushed from her mouth. He was terrified and first tried to help her, but finally stabbed her with the sharp taper point of an ivory comb. This was the version of her death which he afterwards gave. Meanwhile he made a pretext to send the maid away and set about disposing of the body piecemeal. There were, however, still some remains to be found when the constable searched the house a few days later. On 4th April, 1761, Gardelle was hanged in the Haymarket near Panton Street. On the way thither the cart was halted before Mrs. King's house.

April 5.—On 5th April, 1777, David Brown Dignum was tried at the Westminster Guildhall for defrauding a Mr. Clarke of £100 on the pretence of obtaining him the place of Clerk of the Minutes in the Dublin Custom House. He had given him what purported to be a legal warrant appointing him signed by Lord Weymouth. He was condemned to five years labour on the Thames and, being rich, drove down to the ballast lighter at Woolwich in a post-chaise with a negro servant whom he thought would be allowed to keep to attend him, but this was forbidden. In an attempt to get himself condemned to death for forgery he sent a forged draft to a banker, but this was ignored and he remained a prisoner.

April 6.—In November, 1788, George III fell seriously ill, and it was not till March, 1789, that he was able to resume his authority. On 6th April, the Benchers of Gray's Inn resolved that Samuel Wegg, the Treasurer, should wait on Lord Sydney with congratulatory addresses to the King and Queen.

April 7.—The address to the King dated 7th April, 1789, concluded: "That loyalty which as good subjects it is our duty to profess, and as a law society to inculcate and promote, we beg leave to assure your Majesty is accompanied with a most warm and respectful attachment to your Majesty for your many personal virtues, convinced that nothing can be more favourable to the cause of religion and morality than so bright an example . . ."

FICKETT'S FIELD

A correspondent has kindly written to point out a slip I made recently in writing as if the present New Square, Lincoln's Inn, comprised the whole of the ancient site of Fickett's Field, which, of course, was of far greater extent, embracing the land now covered by Carey Street, Portugal Street and Serle Street, as well as a strip of the south part of Lincoln's Inn Fields. An interesting map dated 1583, reproduced in "Archæologia" (vol. 72) gives a good idea of how the land lay then in the semi-rural outskirts of London in and around this large irregular piece of open ground crossed by many footpaths. Its shape rather suggests a rough outline for a drawing of a polar bear with its head raised and outstretched towards the west. You must imagine it standing on the base of the line of the north side of the Law Courts site, while the line of its hind legs runs through the east side of New Square and the front of its head is somewhere about the Public Trustee's office in Lincoln's Inn Fields. The area, like much other ground lying near Chancery Lane, formed part of the property of the Templars and later of the Hospitalers, and in 1339 a rent-charge was created on Fickett's Field in aid of the maintenance of the lighting and divine service in the Temple Church. The Roger Legat, who, as I related was imprisoned and fined 20 marks in 1375 for setting man-traps in the field, was a prominent local character, an attorney, who owned property in the neighbourhood. After his death in June, 1381, a will bequeathing his Holborn properties, the Fleur de Lys and the Angel on the Hoop to his wife Emma for life with reversion to the Church of St. Andrew, was pronounced a forgery and annulled. These properties, standing near the corner of Fetter Lane, afterwards became part of Barnard's Inn, an Inn of Chancery subsidiary to Gray's Inn.

THE OWNERSHIP OF GRAY'S INN

On this subject my correspondent referred to E. Williams's exhaustive book on "Early Holborn." Glancing through it I found an account of another subject I touched on recently, the devolution of the ownership of Gray's Inn. This is how the author deals with it: "Feoffments in trust for their own use were made by successive Lords de Grey until, in 1506, Edmund, Lord Grey de Wilton, sold the manor to Hugh Denys, Verger of Windsor Castle, and others Hugh's feofees. Hugh Denys died in 1511, directing by his will that his feofees should stand seized of the manor of 'Greysynte' until such time as the Prior and Convent of the Charterhouse at Shene shall have obtained of the King's grace sufficient licence for the amortisement of the manor to them. Repeated inquiries, researches and other obstructions delayed the grant for five years; but in 1516 the necessary authority was at length obtained . . . At the dissolution of the monasteries the Crown did not sell the property but permitted the Benchers to pay the rent [of £6 13s. 4d.] to the Exchequer. Then arose a curious situation. The arrangement made in 1316 by Sir John de Grey with the Convent of St. Bartholemew had resulted in the latter paying £7 13s. 4d. yearly for the support of the chaplain; and the Crown, having appropriated the revenues of the Convent, had to meet the charges thereon. The Court of Augmentation settled the difficulty by reducing the contribution of the Crown by £1, thus squaring the accounts. Both payments were continued yearly until 1640, when the Exchequer stopped its contribution; the Inn, therefore, in 1642, no doubt by consent, ceased making theirs." In 1652 the two debts were exchanged, as another writer says, "after proceedings which seem to suggest that the Circumlocution Office was in the 19th century no new thing." However, the Crown repudiated the transaction at the Restoration and in 1673 sold the rent to Sir Philip Mathews, who acquired with it property in Essex, formerly part of Greys Thurrock, the estate of the Greys de Wilton. Only in 1734 did the Benchers buy the Inn for £180.

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of THE SOLICITORS' JOURNAL.*]*

Land Registry Delays

Sir,—Long delays in the issue of search certificates might be more tolerable if solicitors could effect quick and prompt personal searches. But conditions in the personal search room are even more chaotic. It is far too small for the purpose and is invariably packed full of applicants who are extremely lucky if they can find anyone to hand their application form to within ten minutes of their arrival. Then the real wait starts. I have never waited less than twenty minutes and have often stood tightly packed with others for as long as one hour before I have received the volume asked for.

Hayes Common. ERIC HESSENBERG.

Sir,—With reference to your correspondence in relation to delays at the Land Registry, we have to-day [23rd March] received the land certificate in relation to a compulsory first registration, the documents having been lodged with the Registry on the 12th October last. We enclose a portion of the covering envelope sent us, and would call your attention to the words "issue after 21/3/46." We have been endeavouring to find out what this means. One suspects that the Registry has some system of so "ordering" their affairs that envelopes are marked with an issuing date and put away until that date arrives, so that if by any chance a bundle of documents is ready for issue before the Registry's advertised delay, the documents are nevertheless not issued. As we say, this is suspicion, but what do the words mean?

Petersfield. BURLEY & GEACH.

COPY OF ENCLOSURE.

TITLE —
APPLICATION —
ISSUE AFTER 21/3/46
L. C. & DOCS. WITHIN

Services Divorces

Sir,—I have been interested from time to time to observe the casual manner in which the legal officials of the present Government refer to the accumulation in the number of Service Divorce applications.

The announcement in the Press is to the effect that there are over 40,000 of such applications, which cannot be dealt with owing to lack of typists, but that it is not proposed to appoint any additional judges to deal with such enormous arrears. At the same time, the suggestion has been put forward to appoint temporary Commissioners to deal with these cases in London.

The typist shortage is but the natural consequence of the policy of the late Government in depriving solicitors of every available clerk. Now it is too late to stop the avalanche.

The whole aspect of the matter is, to my mind, a denial of justice to the men who have, in many cases, spent years abroad in the country's service.

I should have thought that the remedy was fairly simple. The county court judges could deal with these arrears in a comparatively short space of time. There are fifty-six of such judges, upon whom has been thrust for the past thirty to forty years the task of unravelling the intricacies of the Workmen's Compensation Acts and the Rent Restriction Acts. This task they have discharged with outstanding ability, and I should hardly say they would be likely to flinch at the prospect of having to deal with divorces, or feel themselves incapable of so doing.

Bridgwater. WM. R. ARMSTRONG.

REVIEWS

The Pocket Law Lexicon. Seventh Edition. By H. F. J. TEAGUE, LL.B., of Lincoln's Inn, Barrister-at-law. 1945. London: Stevens & Sons, Ltd. 12s. 6d. net.

We welcome the seventh edition of this excellent little book in which, by judicious selection, so much information is given in a small space. A notable feature included for the first time is the valuable supplementary list of Law Reports and their abbreviations, with references to the "English Reports." In this dictionary is to be found a complete and compact work of reference containing all the law student is likely to need.

Ryde on Rating. Eighth edition. By MICHAEL E. ROWE, K.C., M.A., LL.B. (Cantab.), and HAROLD B. WILLIAMS, LL.D. (Lond.), and WILLIAM L. ROOTS, B.A. (Oxon.), of the Middle Temple, Barristers-at-law. 1946. London: Butterworth & Co. (Publishers), Ltd. 75s. net.

The eighth edition records the effects on rating of war-time legislation and legal decisions. Cases on the rateability of vacant standby premises, on the de-rating of industrial hereditaments and on many points of practice and procedure have been adequately considered. "Ryde" retains its place as the leading text-book on rating. This edition will enable those returning from war service to bring themselves up to date, and will give them an interesting and easy book of reference.

BOOKS RECEIVED

The "Oyez" Income Tax Tables, 1d. to £250,000 at 9s. in the £. London: The Solicitors' Law Stationery Society, Ltd. 9d. net.

Burke's Loose-leaf War Legislation. Edited by HAROLD PARRISH, Barrister-at-law. 1944–45 Volume. Part 16. London: Hamish Hamilton (Law Books), Ltd.

Probate and Estate Duty Practice. By EDGAR A. PHILLIPS, LL.B., of Llandaff and Carmarthen District Probate Registries, formerly of the Principal Probate Registry. Fourth Edition. 1945. pp. xxxii and (with Index) 561. London: The Solicitors' Law Stationery Society, Ltd. 37s. 6d. net.

The Principles of Town Planning Law. By J. CHARLESWORTH, LL.D. of Lincoln's Inn, Barrister-at-law, Recorder of Pontefract. 1946. pp. xii and (with Index) 164. London: Stevens and Sons, Ltd. 10s. 6d. net.

Cases on the Law of Contract. By G. C. CHESHIRE, D.C.L., F.B.A., of Lincoln's Inn, and C. H. S. FIFOOT, M.A., of the Middle Temple, Barrister-at-law. 1946. pp. xxiv and 432. London: Butterworth & Co. (Publishers), Ltd. 30s. net.

Massachusetts Law Quarterly. Volume XXX. No. 4. December, 1945.

Burke's Encyclopaedia of War Damage and Compensation. Edited by HAROLD PARRISH, Barrister-at-law. Supplemental Parts 21 and 22. London: Hamish Hamilton (Law Books), Ltd.

Ross Careers Books. Accountancy. By K. A. COLES, M.A., F.C.A. 1946. pp. 64. London: Robert Ross & Co., Ltd. 2s. 6d. net.

OBITUARY

HIS HONOUR H. S. STAVELEY-HILL

His Honour Henry S. Staveley-Hill, county court judge for Circuit 23 (Northamptonshire) from 1922–28, died recently, aged eighty. He was educated at Westminster and St. John's College, Oxford, and was called by the Inner Temple in 1891.

MR. H. S. CARTMELL

Mr. Henry Studholme Cartmell, solicitor, of Messrs. S. & H. S. Cartmell, solicitors, of Carlisle, died on Saturday, 16th March, aged seventy. He was admitted in 1899.

SOCIETIES

THE MONMOUTHSHIRE LAW SOCIETY

The fifty-eighth annual general meeting of the above society was held at the Law Library, Newport, on the 28th March, 1946, when the annual report of the council was presented.

Mr. E. I. P. Bowen, Pontypool, was elected president for the ensuing year and Mr. D. T. Newton Wade and Mr. G. L. B. Francis, vice presidents; Mr. C. O. Lloyd, honorary treasurer; Mr. S. M. T. Burpitt, honorary librarian and Mr. W. Pitt Lewis, honorary secretary.

The following were elected members of the council: Messrs. F. H. Dauncey, J. Owen Davis, Joshua Dawson, D. W. Evans, Oakden Fisher, S. P. Gunn, Mostyn C. Llewellin, Roy Jenkins, Trevor C. Griffiths and J. Alan Wilson.

LAW ASSOCIATION

The usual monthly meeting of the directors of the Law Association was held on the 1st April, Mr. Frank S. Pritchard in the chair. The other directors present were Messrs. C. A. Dawson, T. L. Dinwiddy, Douglas T. Garrett, Ernest Goddard, G. D. Hugh Jones, S. H. Pitt and W. Winterbotham, and the secretary, Mr. Andrew H. Morton. The sum of £249 was voted in relief of deserving applicants and other general business was transacted.

NOTES OF CASES

COURT OF APPEAL

Rosenthal v. Alderton & Sons, Ltd.

Scott and Tucker, L.JJ., and Evershed, J.

20th February, 1946

Detinue—Bailor and bailee—Goods not returned—By reference to what date value to be assessed—Nature of bailment.

Appeal from a decision of an official referee.

Before 1940 the plaintiff was tenant of a barber's shop in London of which the defendant company were the landlords. In that year he gave up his tenancy for the duration of the war. With the consent of the landlords he left the equipment of his hairdressing business on the landlords' premises in circumstances which the official referee found as a fact constituted a gratuitous bailment. The defendants having, during the plaintiff's absence, removed the goods and sold some of them, claiming that they had been abandoned by him, he brought this action in detinue. The official referee awarded £20 damages for the detention, and assessed the value of the goods, payable apart from damages, in default of their return, as at the date of the trial or dates subsequent to the issue of the writ. The defendants appealed, contending that he should have assessed it as at the date of the accrual of the cause of action. The value was at that time very much lower. (*Cur. adv. vult.*)

EVERSHED, J., reading the judgment of the court, said that on the evidence which he had accepted, the official referee had rightly held that the arrangement constituted an entrustment of the goods by the plaintiff into the possession and control of the defendants, and amounted in law to a bailment. In the opinion of the court, in an action of detinue the value of the goods claimed but not returned ought to be assessed as at the date of the judgment or verdict, inasmuch as a successful plaintiff in an action of detinue was, under the old practice, entitled to judgment for the re-delivery of the goods or, in case they were not returned, their value, together with damages and costs, that value being assessed either by the jury at the trial or by the sheriff on an inquest. The action of detinue was essentially a proprietary action implying property in the plaintiff in the goods claimed. An assessment of the value of the goods detained (and not subsequently returned) at the date of the accrual of the cause of action (i.e., the refusal of the plaintiff's demand) must presuppose that on that date the plaintiff abandoned his property in the goods, which premiss was inconsistent with the pursuit by the plaintiff of his action of detinue. There was a clear distinction between the value of the goods claimed in default of their return, and damages for their detention whether returned or not. The date of the refusal of the plaintiff's demand was that from which damages began to run but was irrelevant to the value, and could not convert a claim for the return of goods into a claim for payment of their value on that date. The appeal must be dismissed.

COUNSEL: *H. V. Lloyd-Jones; Fortune.*

SOLICITORS: *Hardcastle Sanders & Co.; J. N. Mason & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

CHANCERY DIVISION

***In re* Jackson; Day *v.* Atkins**

Vaisey, J. 24th January, 1946

Will—Construction—Bequest to E of £50 per annum "to be applied for her maintenance until she attains twenty-one"—Whether life annuity given.

Adjourned summons.

The testator, by his will dated the 9th September, 1917, made on a printed form, bequeathed to his adopted daughter E "a sum of £50 per annum, this sum to be applied for her maintenance and schooling until she attains the age of twenty-one years and to be derived from the interest of my shares (in War Loan, 1917), to A the remainder of my moneys, namely: cash in hand . . . shares in War Loan, 1917 . . . A must pay to my mother the sum of 10s. weekly for the rest of my mother's life." The testator died in 1919. E attained twenty-one in 1938 and since that date she had received no payment. This summons raised the question whether the £50 a year was still payable.

VAISEY, J., said that the view that this was a gift until twenty-one and not beyond was a view which the words of the will did not warrant. It was argued for E that this was not merely a life annuity but an annuity which was perpetual. The principle was well settled that, if this had been the gift of the income of part of a fund, it would have been perpetual; if it were a gift of an annuity charged on a fund, it would, *prima facie*, be for life. He had come to the conclusion that the sum of £50 continued to be payable to E for life, and that arrears, from the time when she attained her majority, must be raised and paid.

COUNSEL: *J. V. Nesbitt; J. F. Bowyer; D. Buckley.*

SOLICITORS: *Pritchard, Sons, Partington & Holland; Bell, Brodrick & Gray.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.

***In re* Newton & Cattermoles (Transport) Ltd.'s Contract**

Vaisey, J. 22nd February, 1946

Vendor and purchaser—Company—Power to appoint receiver on winding up—Order for winding up—Subsequently leave to appoint receiver obtained—Receiver appointed—Validity of appointment—Whether receiver can sell—Courts (Emergency Powers) Act (6 & 7 Geo. 6, c. 19), 1943, s. 1 (2).

Vendor and purchaser summons.

By two debentures dated the 22nd January, 1935, N. Ltd. charged all its undertaking and property to secure certain moneys. It was provided that the money secured should become payable *inter alia* on the making of an order for the winding up of the company. By Condition 9 it was provided that at any time after the principal money became payable, the holders of the debentures might, by writing, appoint a receiver, who should be the agent of the company, and who should have power *inter alia* to sell the property charged. Both the debentures became vested in F. By a legal charge of 1938 and further legal charge of 1939, the company charged its leasehold premises in favour of F. On the 20th January, 1941, an order was made for the winding up of the company. Thereupon, F applied by summons under the Courts (Emergency Powers) Act, 1939, for leave to exercise the remedies available to him by way of the appointment of a receiver of the property charged by the debentures and legal charges and the realisation of the security. The company and the liquidator were respondents to the summons. On the 5th February, 1941, the registrar ordered that F be at liberty to appoint a receiver, but he refused to make an order as regards the realisation of the security, on the ground that it was unnecessary and the receiver, when appointed, would have power to sell. On the 14th February, 1941, F appointed the respondent receiver of the premises charged by the company. By an agreement of the 21st September, 1945, the respondent agreed to sell to the applicants certain leasehold premises comprised in the security for £3,285. The applicants by this summons asked for a declaration that the respondent, in order to perform his part of the agreement, was bound (*a*) to obtain the concurrence of the company (acting by the liquidator) in the assignment; (*b*) an order under the Courts (Emergency) Powers Act, 1943, authorising the respondent to realise his security. At the hearing, the respondent's counsel withdrew his contention that the concurrence of the company was unnecessary.

VAISEY, J., said that the substantial point was as to the status of the respondent as receiver. Four propositions might be suggested: (1) that he was never validly appointed to be receiver; (2) that he was validly appointed and became on appointment and continued to be the agent of the company; (3) that he was validly appointed and became and continued to be the agent of F; (4) that he was validly appointed, without becoming anybody's agent. One of those propositions must be right. As regards proposition (1), the case for the total invalidity of the respondent's appointment rested upon the view that, when an order for the winding up of the company was made, it ceased to be possible for F to appoint a person to act as agent of the company. But in *Gosling* v. *Gaskell* [1897] A.C. 575, and *Thomas* v. *Todd* [1926] 2 K.B. 511, where the sequence of events was reversed, though it was held that the receiver ceased to be the agent of the company on the winding up, it was not held that he ceased to be receiver. He was not prepared to hold that a power to appoint a receiver was destroyed and could not be exercised after a winding up order. He thus had to choose between propositions (2), (3) and (4). In making that choice, he had plainly to have regard to the particular circumstances of the case. The order under the Courts (Emergency Powers) Act, 1939, was made in the presence of the company and the liquidator, and he must assume that they were fully acquainted with the contents of the documents. He thought he must read the order as empowering F to appoint a receiver according to the tenor of the documents, that was to say: a receiver who was to be the agent of the company, notwithstanding the fact that it was in liquidation. He adopted proposition (2) and rejected (3) and (4). The result of his decision was to enable the receiver as agent of the mortgagor company to sell without further leave from the court (*In re Woods' Application*, 84 SOL. J. 718; [1941] Ch. 112). If he had been the agent of F or

of neither party, such leave would have been necessary: *Gosling* v. *Gaskell, supra; In re Brown & Sons (General Warehousemen) Ltd.* [1940] Ch. 961; 84 SOL. J. 537. He would accordingly declare that the respondent was not bound to obtain any further order under the Courts (Emergency Powers) Act, 1943.

COUNSEL: *M. Bowles; Gravenor Hewins.*

SOLICITORS: *Robbins, Olivey & Lake; Ridsdale & Son,* for *W. H. Addiscott,* Penshurst.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

Twyford *v.* **Manchester Corporation.**

Romer, J. 1st March, 1946

Burial board—Power to charge fees—Fees charged for permission to cut inscriptions and clean memorial stones—"Monumental inscription"—Meaning—Whether fees wrongly paid under protest recoverable—Burial Act, 1852 (15 & 16 *Vict. c.* 85), *s.* 34.

Witness action.

The plaintiff was a monumental mason carrying on business in the district of the defendant corporation. The defendants were the burial board for the district and maintained the P cemetery, a burial ground to which the Burial Acts, 1852 to 1906, applied. The plaintiff, acting on the instructions of the owners of memorial stones in the cemetery, had from time to time applied to the defendants for permission to cut, recut, repaint, or regild inscriptions or to clean or renovate such memorial stones. He had been charged small fees for permission to do this work, which he had paid under protest. In five instances the fees amounted in the aggregate to £5 7s. 6d. The table of fees had been settled in 1895 and revised and increased in 1919, when they were approved by the Minister of Health. In this action the plaintiff claimed a declaration that the defendants were not entitled to impose fees for permission to do the work in question and repayment of the sum of £5 7s. 6d. After the writ was issued the defendants gave an undertaking to the plaintiff not to make any charge against anyone for permission to recut inscriptions or to repaint or regild the same, or to clean stones or monuments, but they refused to extend the undertaking so as to cover the cutting of inscriptions. The defendants claimed that this latter charge was authorised by s. 34 of the Burial Act, 1852, which provides: "Every burial board under this Act shall and may . . . fix and settle . . . the sums to be paid for . . . the right of erecting and placing any monument, gravestone, tablet, or monumental inscription in such burial ground . . ."

ROMER, J., said that on behalf of the plaintiff it was said that a "monumental inscription" meant a monument serving as an inscription of the same nature as a monument, gravestone or tablet. On behalf of the defendants it was said that "monumental inscription" meant an inscription on a monument and they were entitled to charge for the right to cut it. In his judgment, the defendants' contention was right. The defendants had had no right to charge sums for cleaning, regilding and repainting, and the plaintiff claimed the return of fees paid in respect of this class of work. There was nothing in the nature of a threat made to the plaintiff when he paid these sums under protest. The case was remote from the facts in *Somes* v. *British Empire Shipping Co.* (1860), 8 H.L. Cas. 339. The decisions in *William Whiteley, Ltd.* v. *The King* (1909), 101 L.T. 741, and *Slater* v. *Burnley Corporation* (1888), 59 L.T. 636, were nearer the present case. These showed that the plaintiff was not entitled to recover the sums which he had voluntarily paid, though under protest. He would dismiss the action with costs.

COUNSEL: *Neville Gray,* K.C., and *George Maddocks; Jennings,* K.C., and *Wilfrid Hunt.*

SOLICITORS: *Edwin Coe & Calder Woods,* for *Richard Higham and Co.,* Manchester; *Sharpe, Pritchard & Co.,* for *R. H. Adcock,* Preston.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

KING'S BENCH DIVISION

Kent Trust, Ltd. *v.* **Cohen and Others**

Cassels, J. 11th January, 1946

Moneylender—Memorandum of contract—Incomplete specification of cheques given as collateral security—Validity—Moneylenders Act, 1927 (17 & 18 *Geo.* 5, c. 21), s. 6 (2).

Action tried by Cassels, J.

In September, 1944, the defendant Cohen approached the plaintiffs for a loan of £1,000 which he required for an intended commercial transaction, and he offered the plaintiffs £150 as interest for the use of the £1,000 for five weeks. The defendant company offered, by way of collateral security, five cheques for £200, each payable consecutively weekly for the next five weeks, with a sixth cheque for £150 for the interest. It was agreed that, if interest at 90 per cent. worked out at less than the £150 when the whole transaction was completed, the plaintiffs should repay the defendants the balance out of the sixth cheque. The transaction was not completed as planned, and the plaintiffs now sued for the balance of principal and interest (at 48 per cent.) due to them. The memorandum of the contract recited, *inter alia*, that the defendants jointly and severally promised to pay the plaintiffs £1,000 for value received with interest at the rate of £90 per cent. per annum by five consecutive weekly instalments of £200 each, beginning on 15th October, 1944, and the balance of principal and interest in the sixth week, and that, as collateral security for that promissory note, the defendants were depositing five weekly post-dated cheques for £200 each, and an agreement relating to the transfer of a certain lease.

CASSELS, J., said that the defendants contended that they were entitled to avoid payment of their just debts because it turned out that, in addition to the five weekly cheques mentioned in the memorandum of the contract, another cheque, dated the 19th November, for £150, was handed over at the same time, and that the omission of reference to that sixth cheque vitiated the transaction. The Moneylenders Act, 1927, was meant to be complied with, and was also intended as a guidance to moneylenders, who were not to engage in one transaction while the documents between the parties represented a different one. The moneylender was to see to it that the borrower knew the real terms of the loan. The terms here were fully set out in the memorandum. The £1,000 borrowed had actually passed from the plaintiffs to the defendants. The interest was clearly set out as being at 90 per cent. per annum. All the matters prescribed by s. 6 (2) were set out in the memorandum, including the cheques given as collateral security. In *Collings* v. *Bradbury (Charles), Ltd.* [1936] 3 All E.R. 369, a moneylender failed in a counter-claim because post-dated cheques which had been given were not mentioned in the memorandum. In *In re a Debtor (No.* 18 *of* 1937) [1938] Ch. 645, a moneylender had agreed to advance £100, the memorandum stating the terms of the loan and that it was secured by a promissory note for £100. In fact, it was secured by two promissory notes for £50 each. It was held that that inaccuracy was a substantial matter, and the moneylender failed in his claim. Those cases were useful as a guide in the interpretation of the Act of 1927, but he (his lordship) could not help thinking that each case must depend to some extent upon its own circumstances. No one knew better than the defendant Cohen that he had given the cheque for £150 as an additional collateral security, to be available for interest. Further, the plaintiffs were not to have £150 as interest in any event, but whatever might prove to be due at 90 per cent. The action and the memorandum concerned were not such as to entitle the defendants to retain as against the plaintiffs the difference between what they should have repaid and what they had repaid in fact. There would be judgment for the plaintiffs.

COUNSEL: *Vester; Quass.*

SOLICITORS: *Isadore Goldman & Son; Stone & Stone.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

PARLIAMENTARY NEWS

ROYAL ASSENT

The following Bills received the Royal Assent on Tuesday, 26th March:—

BUILDING RESTRICTIONS (WAR-TIME CONTRAVENTIONS).

CAMBERWELL, BRISTOL AND NOTTINGHAM ELECTIONS (VALIDATION).

CONSOLIDATED FUND (No. 1).

FURNISHED HOUSES (RENT CONTROL).

INDIA (CENTRAL GOVERNMENT AND LEGISLATURE).

MINISTRY OF HEALTH PROVISIONAL ORDER CONFIRMATION (MORTLAKE CREMATORIUM BOARD).

MISCELLANEOUS FINANCIAL PROVISIONS.

NATIONAL SERVICE (RELEASE OF CONSCIENTIOUS OBJECTORS).

PUBLIC WORKS LOANS.

STATUTORY INSTRUMENTS.

STRAITS SETTLEMENTS (REPEAL).

WATER (SCOTLAND).

HOUSE OF LORDS

Read First Time:—

ACQUISITION OF LAND (AUTHORISATION PROCEDURE) BILL [H.C.] [28th March.

LICENSING PLANNING (TEMPORARY PROVISIONS) BILL [H.L.]

To enable parts of licensing districts to be included in certain cases in licensing planning areas constituted under the Licensing

Planning (Temporary Provisions) Act, 1945, and to make further provision as to licensing planning committees and sub-committees. [28th March.

Read Second Time :—

CALEDONIAN INSURANCE COMPANY BILL [H.C.] [27th March.

In Committee :—

POLICE BILL. [28th March.

HOUSE OF COMMONS

Read Third Time :—

HOUSING (FINANCIAL AND MISCELLANEOUS PROVISIONS) BILL [H.C.]. [28th March.

QUESTIONS TO MINISTERS

CHILDREN AND YOUNG PERSONS ACT, 1933

Mr. AUSTIN asked the Secretary of State for the Home Department whether it is proposed to amend or otherwise revise the Children and Young Persons Act, 1933.

Mr. EDE : The question of amending the Children and Young Persons Act, 1933, in certain respects in the light of experience gained of its working is kept under review, but I am not in a position to make any statement about prospective legislation on this subject. [28th March.

JUVENILE COURTS (JUSTICES' APPOINTMENT)

Mr. AUSTIN asked the Secretary of State for the Home Department what are the qualifications required in the appointment of magistrates to juvenile courts ; whether an age limit obtains ; and, if not, if he will consider the desirability of such a provision.

Mr. EDE : The only statutory requirement is that the justices appointed to serve on juvenile court panels shall be specially qualified for dealing with juvenile cases. No age limit is prescribed though the advice given to justices is to select their younger colleagues for this work. Whether any further requirements are desirable will be a matter for the consideration of the Royal Commission which is shortly to be set up. [28th March.

RECENT LEGISLATION

STATUTORY RULES AND ORDERS, 1946

No. 380. **Aliens** Order in Council. March 20.

No. 413/L.5. **County Court Districts** (Marylebone and Southwark Reconstitution) Order. March 18.

Nos. 371 and 372. **Defence.** Orders in Council, March 20, amending the Defence (General) Regulations, 1939 (Regs. 56A and 56AB), and the Defence (Recovery of Fines) Regulations, 1942.

No. 373. **Department of Overseas Trade** (Dissolution) Order in Council. March 20.

No. 197. **Distribution of Industry** (Development Areas) Order. Feb. 16.

No. 353. **Gold Coast Colony and Ashanti** (Legislative Council) Order in Council. Feb. 19.

No. 395. **India and Burma** (Termination of Emergency) Order in Council. March 20.

No. 414/L.6. **Local Land Charges** (Amendment) Rules. March 21.

No. 374. **Ministry of Aircraft Production** (Dissolution) Order in Council. March 20.

No. 375. **Ministry of War Transport** (Dissolution) Order in Council. March 20.

No. 379. **Personal Injuries** (Emergency Provisions) Act (End of Emergency) Order in Council. March 20.

No. 335. **Sale of Strawberry Plants and Black Currant Bushes** Order. March 8.

No. 382/S.13. **Sheriff Court, Scotland.** Order by the Secretary of State, March 8, anent the Sittings of the Sheriff Court for Inverness at Portree.

No. 370. **Town and Country Planning** (Airfields) (Interim Development) Direction. March 18.

No. 376. **Transfer of Functions** (Factories, etc., Acts) Order in Council. March 20.

No. 377. Transfer of Functions (Petroleum) Order in Council. March 20.

No. 378. Transfer of Functions (Various Commodities) Order in Council. March 20.

No. 408. **Unemployment Insurance** (Emergency Powers) (Amendment) Regulations. March 20.

No. 391. **Vestry of St. Giles Without, Cripplegate** (Extension of Term of Office) Order in Council. March 20.

Any of the above may be obtained from the Publishing Department. S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2]

Mr. W. KERR CHALMERS, barrister-at-law, has been appointed Secretary of the Midland Bank. He was called by the Inner Temple in 1921.

RULES AND ORDERS

S.R. & O., 1946, No. 413/L.5.

COUNTY COURT, ENGLAND.

COURTS AND DISTRICTS.

THE COUNTY COURT DISTRICTS (MARYLEBONE AND SOUTHWARK RECONSTITUTION) ORDER, 1946. DATED MARCH 18, 1946.

Whereas the County Court Districts (No. 2) Order, 1943,* dated the first day of September, 1943, provided (amongst other things) that the holding of the Marylebone and Southwark County Courts should be discontinued and that the district of the Marylebone County Court should be consolidated with the district of the Bloomsbury County Court and that the district of the Southwark County Court should be consolidated with the district of the Lambeth County Court :

And whereas it is expedient that the said Order should be revoked in so far as it provided for the discontinuance of the said Courts and the consolidation of the districts aforesaid :

And whereas the effect of such revocation will be (amongst other things) to reconstitute the Marylebone and Southwark County Courts and Districts as constituted by the County Courts District Order, 1938† :

Now, therefore, I William Allen Baron Jowitt, Lord High Chancellor of Great Britain, in exercise of the powers conferred upon me by the County Courts Act, 1934,‡ and of all other powers enabling me in this behalf, Do hereby order as follows :—

1. Paragraph 1 and paragraph 2 of the County Courts Districts (No. 2) Order, 1943, are hereby revoked.

2. The Marylebone County Court and the Bloomsbury County Court shall have concurrent jurisdiction to deal with any proceedings which shall be pending in the Bloomsbury County Court at the commencement of this Order :

Provided that the Registrars of these Courts, under the direction of the Judge, shall have power to determine in which of the said Courts any such proceedings shall be continued after the commencement of this Order.

3. The Southwark County Court and the Lambeth County Court shall have concurrent jurisdiction to deal with any proceedings which shall be pending in the Lambeth County Court at the commencement of this Order :

Provided that the Registrars of these Courts, under the direction of the Judge, shall have power to determine in which of the said Courts any such proceedings shall be continued after the commencement of this Order.

4. This Order may be cited as the County Court Districts (Marylebone and Southwark Reconstitution) Order, 1946, and shall come into operation on the first day of April, 1946.

Dated the Eighteenth day of March, 1946. *Jowitt, C.*

* S.R. & O. 1943 (No. 1283) I, p. 118. † S.R. & O. 1938 (No. 470) I, p. 706.
‡ 24 & 25 Geo. 5, c. 53.

S.R. & O., 1946, No. 414/L.6.

LAND CHARGES, ENGLAND.

THE LOCAL LAND CHARGES (AMENDMENT) RULES, 1946. DATED MARCH 21, 1946.

I, William Allen Baron Jowitt, Lord High Chancellor of Great Britain, by virtue and in pursuance of the Land Charges Act, 1925,* and of all other powers enabling me in that behalf hereby make the following Rules :—

1. The following amendment shall be made to the Local Land Charges Rules, 1934† :—

In paragraph (*d*) of Rule 5 the words " or transfer " shall be inserted after the words " mode of user ".

2. These Rules may be cited as the Local Land Charges (Amendment) Rules, 1946.

Dated the 21st day of March, 1946. *Jowitt, C.*

* 15 & 16 Geo. 5, c. 22. † S.R. & O. 1934 (No. 285) I, p. 924.

NOTES AND NEWS

Honours and Appointments

The King has approved the recommendation of the Home Secretary that Mr. PATRICK REDMOND JOSEPH BARRY, K.C., be appointed an additional Judge of the High Court of Justice in the Isle of Man, to be styled the " Judge of Appeal " in accordance with the provisions of the Judicature Amendment Acts, 1918 and 1921 (Isle of Man), in the place of the Hon. Mr. Justice Morris. The appointment does not involve retirement from private practice. Mr. Barry was called by the Inner Temple in 1922.

The Lord Chancellor has made the following arrangements of County Court Circuits, consequent upon the re-opening of the Marylebone and Southwark County Courts, to take effect on the 1st April, 1946 :—

Judge BENSLEY WELLS, M.B.E., to be Judge of Circuit No. 43 (Marylebone) and Circuit No. 48 (Lambeth, etc.) ;

Judge DAYNES, K.C., to be Judge of Circuit No. 47 (Southwark and Woolwich).

Mr. LEONARD COTMAN, solicitor, of Preston, has been appointed Clerk to Preston (Lancs.) County Magistrates. He has been Clerk to Bamber Bridge (Lancs.) Magistrates for thirty-seven years, and Acting Clerk at Preston since October, 1940. He was admitted in 1897.

Mr. E. RYDER RICHARDSON has been appointed Recorder of Walsall in succession to Mr. William Monro Andrew, appointed a county court judge. Mr. Ryder Richardson was called by the Middle Temple in 1926.

Mr. JOHN MATHEW DICK has been appointed to be solicitor to the departments of the Secretary of State for Scotland.

Mr. A. C. PHILLIPS, solicitor, of Sudbury, has been appointed Town Clerk and Solicitor to the borough. He was admitted in 1929.

Mr. R. W. STORR, deputy town clerk and solicitor, of Acton, has been appointed Town Clerk of Windsor. He was admitted in 1935.

Mr. O. P. LADYMAN, solicitor, of Preston, has been appointed Clerk to the Kidderminster and Bewdley Magistrates. He will also be Clerk to the North-West Worcestershire Assessment Committee. He was admitted in 1930.

Professional Announcement

ALBERT BRIGGS, of Lloyds Bank Chambers, Whitley Bay, has taken into partnership as from 1st April, 1946, GEORGE CAMERON MARTIN, who has been associated with him for some years and recently returned from military service. The practice will be carried on at the same address under the style of ALBERT BRIGGS & Co.

Notes

The Board of Inland Revenue announce that the Conjoint Office (United Kingdom and Eire Revenue Departments) of the Inspector of Foreign and Colonial Dividends will be returning from Llandudno on 8th April, 1946, and the address after that date will be Brettenham House, Lancaster Place, Wellington Street, Strand, W.C.2.

Mr. Justice HUMPHREYS, at Surrey Assizes at Kingston, recently warned solicitors of the county that they must not agree to a case already entered in the civil cause list being transferred to the following assizes without giving him the reason. Solicitors, said the judge, must not assume they had the smallest right to take a case out of the list. His lordship agreed to a case going over to the next assizes, but said that must not be taken as a precedent.

Wills and Bequests

Mr. I. G. B. Perry, solicitor, of Hawkhurst, left £74,854, with net personalty £71,043.

Mr. G. Tudor, solicitor, of Brecon, left £16,233, with net personalty £13,560.

Mr. C. J. Vint, solicitor, of Bradford, left £40,487, with net personalty £40,369.

Mr. B. A. Woolf, solicitor, of London Wall, E.C., left £38,866, with net personalty £31,111.

COURT PAPERS

SUPREME COURT OF JUDICATURE

HILARY SITTINGS, 1946

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.			Emergency Rota.	Appeal Court I.	Mr. Justice Uthwatt.
Mon.,	Apl.	8	Mr. Reader	Mr. Andrews	Mr. Jones
Tues.,	,,	9	Hay	Jones	Reader
Wed.,	,,	10	Farr	Reader	Hay
Thurs.,	,,	11	Blaker	Hay	Farr
Fri.,	,,	12	Andrews	Farr	Blaker
Sat.,	,,	13	Jones	Blaker	Andrews

Date.			Group A. Mr. Justice Cohen. *Witness.*	Mr. Justice Vaisey. *Non-Witness.*	Group B. Mr. Justice Evershed. *Non-Witness.*	Mr. Justice Romer. *Witness.*
Mon.,	Apl.	8	Mr. Farr	Mr. Blaker	Mr. Hay	Mr. Reader
Tues.,	,,	9	Blaker	Andrews	Farr	Hay
Wed.,	,,	10	Andrews	Jones	Blaker	Farr
Thurs.,	,,	11	Jones	Reader	Andrews	Blaker
Fri.,	,,	12	Reader	Hay	Jones	Andrews
Sat.,	,,	13	Hay	Farr	Reader	Jones

STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES

Bank Rate (26th October, 1939) 2%

	Div. Months	Middle Price April 1 1946	Flat Interest Yield £ s. d.	‡ Approximate Yield with redemption £ s. d.
British Government Securities				
Consols 4% 1957 or after	FA	112¼	3 11 3	2 14 0
Consols 2½%	JAJO	93¾	2 13 4	—
War Loan 3% 1955–59	AO	104	2 17 8	2 10 0
War Loan 3½% 1952 or after	JD	105⅞	3 6 1	2 10 0
Funding 4% Loan 1960–90	MN	114¾	3 9 8	2 14 5
Funding 3% Loan 1959–69	AO	103¾	2 17 10	2 13 2
Funding 2¾% Loan 1952–57	JD	103	2 13 5	2 4 3
Funding 2½% Loan 1956–61	AO	100¾	2 9 7	2 8 2
Victory 4% Loan Av. life 18 years	MS	116	3 9 0	2 17 0
Conversion 3½% Loan 1961 or after	AO	108⅜	3 4 4	2 15 7
National Defence Loan 3% 1954–58	JJ	104¼	2 17 6	2 8 2
National War Bonds 2½% 1952–54	MS	101½	2 9 3	2 5 3
Savings Bonds 3% 1955–65	FA	104	2 17 8	2 10 0
Savings Bonds 3% 1960–70	MS	104	2 17 8	2 13 2
Local Loans 3% Stock	JAJO	99¾	3 0 2	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	101½	2 19 1	—
Guaranteed 2¾% Stock (Irish Land Act 1903)	JJ	99½	2 15 3	—
Redemption 3% 1986–96	AO	106	2 16 7	2 15 0
Sudan 4½% 1939–73 Av. life 16 years	FA	117	3 16 11	3 2 8
Sudan 4% 1974 Red. in part after 1950	MN	112	3 11 5	1 1 10
Tanganyika 4% Guaranteed 1951–71	FA	106	3 15 6	2 13 11
Lon. Elec. T.F. Corp. 2½% 1950–55	FA	99½	2 10 3	2 11 2
Colonial Securities				
*Australia (Commonw'h) 4% 1955–70	JJ	109	3 13 5	2 17 1
Australia (Commonw'h) 3½% 1964–74	JJ	106	3 1 3	2 16 5
*Australia (Commonw'h) 3% 1955–58	AO	101	2 19 5	2 17 8
†Nigeria 4% 1963	AO	114½	3 9 10	2 18 11
*Queensland 3½% 1950–70	JJ	103	3 8 0	2 11 6
Southern Rhodesia 3½% 1961–66	JJ	109	3 4 3	2 15 2
Trinidad 3% 1965–70	AO	102	2 18 10	2 17 4
Corporation Stocks				
*Birmingham 3% 1947 or after	JJ	100	3 0 0	3 0 0
*Croydon 3% 1940–60	AO	102	2 18 10	—
*Leeds 3½% 1958–62	JJ	104	3 2 6	2 17 0
*Liverpool 3% 1954–64	MN	102xd	2 18 10	2 14 4
Liverpool 3½% Red'mable by agreement with holders or by purchase	JAJO	109	3 4 3	—
London County 3% Con. Stock after 1920 at option of Corporation	MSJD	100	3 0 0	—
*London County 3½% 1954–59	FA	106	3 6 0	2 14 0
*Manchester 3% 1941 or after	FA	100	3 0 0	3 0 0
*Manchester 3% 1958–63	AO	102½	2 18 6	2 15 0
Met. Water Board 3% "A" 1963–2003	AO	103	2 18 3	2 15 6
*Do. do. 3% "B" 1934–2003	MS	101½	2 19 1	—
*Do. do. 3% "E" 1953–73	JJ	103	2 18 3	2 10 6
Middlesex C.C. 3% 1961–66	MS	103½	2 18 0	2 14 3
*Newcastle 3% Consolidated 1957	MS	102	2 18 10	2 15 9
Nottingham 3% Irredeemable	MN	101xd	2 19 5	—
Sheffield Corporation 3½% 1968	JJ	111	3 3 1	2 16 5
Railway Debenture and Preference Stocks				
Gt. Western Rly. 4% Debenture	JJ	111	3 12 1	—
Gt. Western Rly. 4½% Debenture	JJ	117	3 16 11	—
Gt. Western Rly. 5% Debenture	JJ	127	3 18 9	—
Gt. Western Rly. 5% Rent Charge	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. G'rteed.	MA	121½	4 2 4	—
Gt. Western Rly. 5% Preference	MA	111	4 10 1	—

* Not available to Trustees over par.

† Not available to Trustees over 115.

‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

"THE SOLICITORS' JOURNAL"

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